

**DEVELOPMENT PARTICIPATION AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION, TEXAS AND
CROWLEY DEVELOPMENT CORPORATION, A DEVELOPER**

This Agreement (hereinafter referred to as "Agreement") is entered into by and between the City of College Station, Texas, (hereinafter referred to as the "City") and Crowley Development Corporation, a Texas corporation, having its principal address at 1301 McKinney, Suite 3500 Houston, Texas 77010 (hereinafter referred to as the "Developer") on this 8th day of May, 2003, and is a participation agreement to relocate the construction of a TxDOT crossover at the intersection of Greens Prairie Road and future State Highway 40 ("SH 40") (hereinafter referred to as the "Project") and align it with Decatur Drive.

WHEREAS, Developer has commenced the planning and development of a planned community on a 735 acre tract owned by Developer and located in the City and locally known as the Crowley tract; and

WHEREAS, the development contains, or will contain, residential, commercial, office, regional retail and a mix of other uses as depicted in its Master Plan filed with the City on August 19, 2002, and approved by the Planning and Zoning Commission on September 5, 2002. The tract is currently zoned as depicted in Exhibit A; and

WHEREAS, the Texas Department of Transportation ("TxDOT") has purchased land from Developer for right-of-way in order to construct SH 40. The alignment of the highway is located in part through the Crowley tract. The TxDOT plans and specifications for the crossover currently depicted at Hwy 40 and Greens Prairie do not provide for sufficient access to the Crowley tract to accommodate the traffic needs of this subdivision and the City; and

WHEREAS, the City has determined that the development of this area by the Developer will generate additional traffic due in part to commercial retail uses and a crossover at the Intersection like the one depicted on Exhibit B, which is attached and incorporated by reference, will accommodate the future development of this area to a more intense use, promote economic development and facilitate north-south traffic flow; and

WHEREAS, the Developer desires the Project to be constructed in the location depicted in Exhibit B and has agreed to pay its proportionate share of the actual cost of the Project to facilitate its development; and

WHEREAS, the City has agreed, subject to (i) the final approval of TxDOT; (ii) the execution of this Agreement; (iii) the execution of an interlocal agreement with Brazos County, and (iv) the dedication to the City by the Developer of a substitute 20' utility easement, to relocate the intersection of Greens Prairie Road and SH 40 from its existing location in TxDOT's plan to the location depicted in Exhibit B; and

WHEREAS, the City and the Developer have agreed to share in the cost for this Project and allocate the responsibility for certain tasks related to this Project which is the subject of this Agreement.

NOW, THEREFORE, for and in consideration of the recitations contained hereinabove and the covenants and promises that follow hereinbelow, the parties hereto agree as follows:

1. Conditions Precedent:

1.1 Dedication of a twenty foot (20') utility easement

In order for TxDOT to agree to construct the Hwy 40 project and agree to modify its plans and specifications to relocate the crossover from the location in TxDOT's current plans and specifications to the location proposed by Developer, the City must release its existing utility easements within the Hwy 40 right-of-way. The City's release of the two 20' easements in the Hwy 40 right-of-way is expressly conditioned on obtaining a replacement utility easement from the Developer. Developer agrees to dedicate a substitute easement to the City at no cost save and except the reimbursement specified in this Section 1. The easement shall be a 20' exclusive utility easement except for specified reservations and exceptions at a location that is acceptable to the City and in the form attached hereto as Exhibit C. The easement dedication must occur on or before May 16, 2003.

1.2 It is agreed and understood by the parties herein that the dedication of said easement is a condition precedent to the City's obligations in this Agreement, and that City shall not be obligated to proceed under this Agreement until such time as this condition is satisfied. If Developer fails to dedicate the easement to the City on or before the specified date, this agreement shall terminate and neither party shall have any further obligation or liability.

1.3 City agrees to pay ½ of the survey costs to obtain the legal description for the replacement easement not to exceed \$5,000.00 which

shall be credited toward its participation in the Project upon receipt of an executed easement.

2. Project Cost and Participation. The Developer and the City have agreed to share the estimated and actual costs of construction of the Project as provided herein. The estimated cost of the Project is \$1,330,000.00. Developer's engineer has provided the cost estimate. The Developer shall pay \$350,000.00 and the City shall pay \$750,000.00 toward the total estimated cost of the Project. If the actual Project cost exceeds or is less than the estimated cost, then the parties shall proceed as provided under Section 8.

3. Interlocal Funding.

3.1 Brazos County has agreed to pay up to \$80,000 toward the cost of the Project, which agreement is the subject of an interlocal agreement between the City and Brazos County. TxDOT has represented that, if the Project is sufficiently complete before it has to construct the currently planned crossover, it will contribute that portion of its cost of the currently planned crossover to the Project, which is estimated to be \$150,000.00.

3.2 City may terminate this agreement if either Brazos County or TxDOT do not contribute to the funding for the Project. In such event, Developer and City will absorb the costs expended under this Agreement in their proportionate shares up to the date of termination. The City will be reimbursed for any land (i) acquired by Developer; (ii) paid for in whole or in part by the City; and (iii) kept by the Developer following termination of this Agreement.

4. Deposit and Financial Guarantee. Developer shall remit an irrevocable letter of credit in the amount of \$350,000.00 in the name of the City of College Station as beneficiary in a form acceptable to the City Attorney upon the approval of this Agreement by the College Station City Council. The irrevocable letter of credit shall guarantee the Developer's payment of its pro rata portion of the estimated and actual cost for the design and construction of the Project. The City shall release the letter of credit upon payment by Developer of its pro rata portion of the actual Project cost. In the event of a Developer default, the City may draw down on the irrevocable letter of credit by presentation of an affidavit signed by the City Manager or his designee to the issuing bank stating that the Developer has failed to meet the terms of this Development Agreement.

5. Right of Way.

5.1 Developer shall convey to the City, which shall be credited against the Developer's portion of the cost of the Project, the right-of-way that it has been able to acquire for the Project. The City will acquire any portion of the right-of-way the Developer has been unable to acquire. The right-of-way necessary for the Project is depicted in Exhibit D, which is attached hereto and incorporated by reference herein. Any right-of-way acquired by the City shall be credited against the City's portion of the cost of the Project.

5.2 The conveyance to the City shall be by General Warranty Deed and the title shall be free and clear of any liens and encumbrances that might divest the City of the fee or allow an activity, which will prevent use of the land as a roadway. Developer shall provide to City any environmental site assessment reports, any feasibility reports or any other information as to the condition of the property in its possession. All contracts for the purchase of real estate shall be contingent upon funding from TxDOT and Brazos County. Developer shall submit a copy of all closing documents and/or any contract, option contract, cancelled checks in order to obtain credit for said sums against its participation cost.

6. Engineering. City agrees to pay for the preliminary engineering topographical and design work and surveying in order to determine the location, and amount of acreage of land required for right-of-way for the Project. The estimated amount for these services is \$36,835.99. City shall receive an offset or credit for this payment against its total participation.

7. Legal Descriptions. Developer shall procure and provide to the City the actual and reasonable cost, which shall be credited against the Developer's portion of the cost of the Project, a sealed metes and bounds description and sealed survey plat of each of the tracts within the Project area prepared by a licensed surveyor. Developer shall submit detailed invoices to the City from the surveyor for services rendered for surveying said tracts within the Project area.

8. Payment.

8.1 After crediting the costs incurred by each party against each party's pro rata portion of the cost of the Project, the Developer shall promptly, but not later than ten days from the date it receives an invoice from the City, remit to the Director of Public Works its portion of the cost of the Project. No invoice may be submitted for payment until the work for

which it is submitted has been performed. The City and Developer shall concurrently pay its pro rata portions of the cost of the work performed on the Project as it is completed and invoiced by the third party contractor.

8.2 The City's pro rata portion of the cost of the Project is 68.182% and the Developer's pro rata portion of the cost of the Project is 31.818%. The cost of the Project to be borne by the Developer and the City excludes all sums contributed by TxDOT and Brazos County toward the cost of the Project.

8.3 Estimated cost vs. actual cost. In the event the Project costs exceed or are less than the estimated costs, the party's participation costs shall be adjusted according to the percentage of participation specified in this Section 8 and either a refund or a credit shall be paid. Final payment and cost allocation shall occur within thirty (30) days of final completion and acceptance of the Project by City.

9. Failure to Remit

Default. If Developer fails to remit payment of any of its portion of the actual Project cost, the City's obligations hereunder shall terminate and the City may draw down on the irrevocable letter of credit to recover the sums it has expended for the Project. If the irrevocable letter of credit is insufficient to reimburse the City for its loss on account of a Developer default, then City may pursue any other remedies available to it in law or in equity.

10. INDEMNITY AND RELEASE

10.1 DEVELOPER SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF THE WORK DONE BY DEVELOPER UNDER THIS AGREEMENT.

- (a) The Developer shall indemnify and hold harmless and defend the City from any and all injuries to or claims of property owners caused by the its agents, consultants, surveyors, employees, and representatives.**
- (b) The Developer shall also be responsible for subcontractors hired by it.**

10.2. RELEASE

The Developer assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Developer's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Developer, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project.

11. Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

12. Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

13. Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

14. Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

15. Choice of Law and Place of Performance. This Agreement shall be governed, enforced and construed in accordance with laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

16. Authority to Contract. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City Ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities.

17. Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

18. Headings, Gender, Number. The section headings used in this Agreement are for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

19. Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

20. Multiple Originals. This Agreement may be executed by facsimile signature, which for all purposes shall be deemed an original signature. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or

14. Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

15. Choice of Law and Place of Performance. This Agreement shall be governed, enforced and construed in accordance with laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

16. Authority to Contract. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City Ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreements of such entities.

17. Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

18. Headings, Gender, Number. The section headings used in this Agreement are for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

19. Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

20. Multiple Originals. This Agreement may be executed by facsimile signature, which for all purposes shall be deemed an original signature. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or

that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

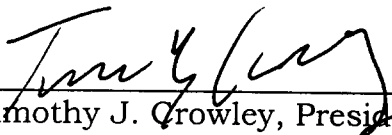
21. Construction. This Agreement, and any exhibits hereto, shall be construed without the aid of any canon or rule of law requiring interpretation against the party drafting or causing the drafting of an agreement or the portions of an agreement in question.

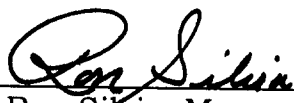
22. Time Essence. Time is of the essence in this Agreement. Unless otherwise specified, all references to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays and federal legal holidays. In the event the date for performance of any obligation hereunder shall fall on a Saturday, Sunday or federal legal holiday, then that obligation shall be performable the next following regular business day.

23. Recitals. Any recitals in this Agreement are represented by parties hereto to be accurate, and constitute a part of the substantive agreement.

**CROWLEY DEVELOPMENT
CORPORATION**

CITY OF COLLEGE STATION

BY: 
Timothy J. Crowley, President
Crowley Development Corporation

BY: 
Ron Silvia, Mayor

Date: 5/5/03

Date: 5/9/03

ATTEST:

Connie Hooks

Connie Hooks, City Secretary

APPROVED:

Rocanne Henrick

City Attorney

Date: 5/9/03

Charles Cryan

Charles Cryan,
Director of Fiscal Services

Date: 5-9-03

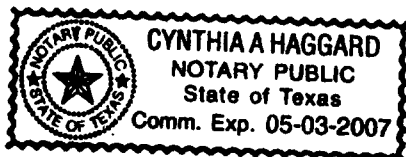
STATE OF TEXAS §

§

ACKNOWLEDGMENT

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 5th day of May, 2003, by Timothy J. Crowley, in his capacity as President of Crowley Development Corporation, a Texas Corporation, on its behalf.



Cynthia A. Haggard

Notary Public in and for
The State of Texas

STATE OF TEXAS

§

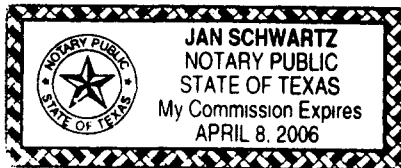
§

ACKNOWLEDGMENT

COUNTY OF BRAZOS

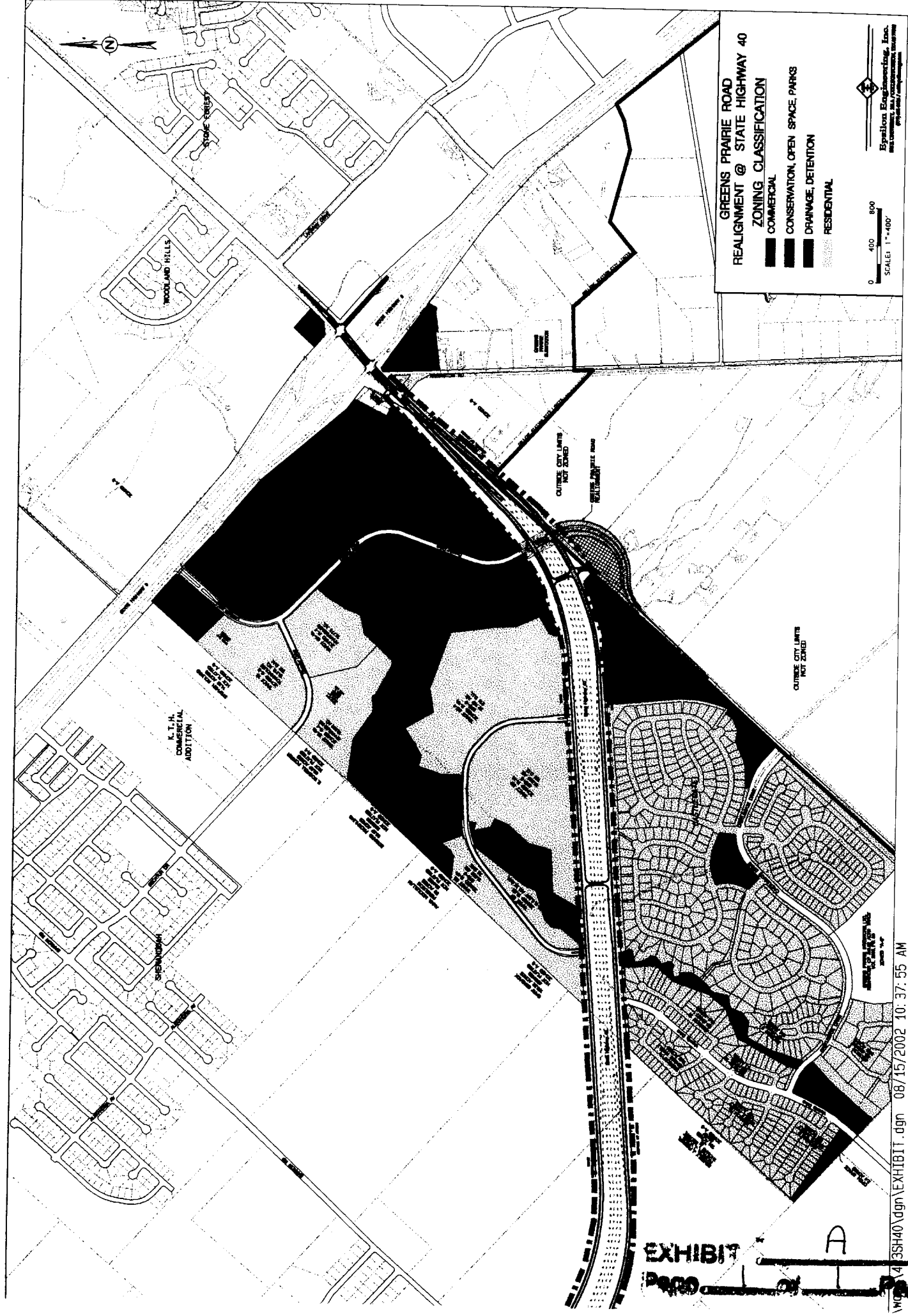
§

This instrument was acknowledged before me on the 9th day of May, 2003, by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas home-rule municipal corporation, on behalf of said municipality.



Jan Schwartz
Notary Public in and for
The State of Texas

EXHIBIT A



**GREENS PRAIRIE ROAD
REALIGNMENT @ STATE HIGHWAY 40**

ZONING CLASSIFICATION

- COMMERCIAL
- CONSERVATION, OPEN SPACE, PARKS
- DRAINAGE, DETENTION
- RESIDENTIAL

0 400 800
SCALE: 1"=400'

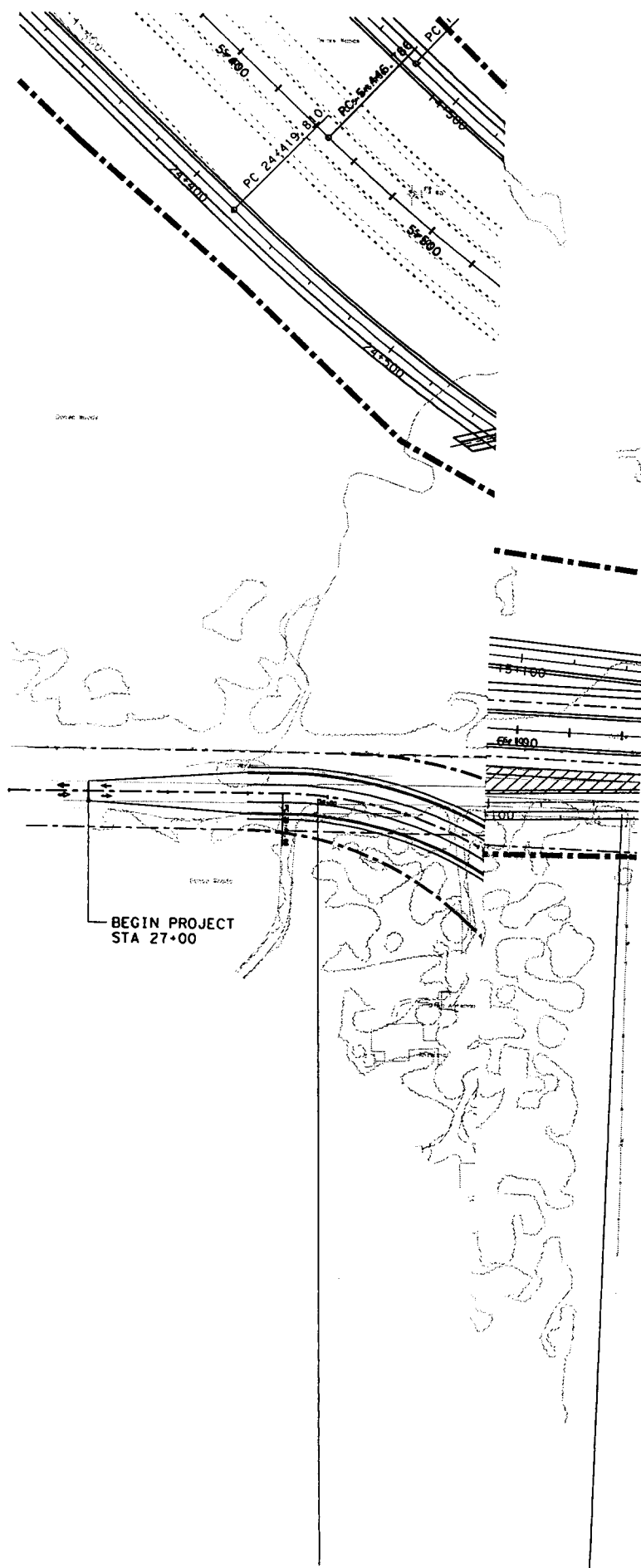
Exposition Engineering, Inc.
11111 Highway 40, Suite 100
Houston, Texas 77060
713/461-1111

EXHIBIT
Page 1 of 1

EXHIBIT B

David L. Besly, P.E.

PLOT DATE: 5/1/2003
FILE NAME: G:\work\423SH40\dgn\mom-exhibit-5-01-03b.dgn



MICHAEL A. MARTIN, P.E.
Tx. REG. 63282
5/1/2003

FOR INTERIM REVIEW
NOT INTENDED FOR
CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES



Epsilon Engineering, Inc.
526 E. UNIVERSITY, 201A / COLLEGE STATION, TEXAS 77840
(979) 764-9119 / eei@epsilonengr.com



CITY of
COLLEGE STATION
NS PRAIRIE ROAD

EXHIBIT B

DESIGN:	DLB	DATE:	SHEET NO.
DESIGN CK:	MAM	5/1/2003	
DRAWN:	BAG	CITY OF COLLEGE STATION CAPITAL IMPROVEMENTS PROJECT NO.	
DRAW CK:	DLB		

EXHIBIT C

UTILITY EASEMENT

DATE: MAY 7, 2003

GRANTOR: TIMOTHY J. CROWLEY

GRANTOR'S MAILING ADDRESS: 1301 McKinney, Suite 3500
Harris County
Houston, Texas 77010

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
Brazos County
College Station, Texas 77840

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY: All that certain tract or parcel of land lying and being situated in Brazos County, Texas, out of the Robert Stevenson Survey, A-54, and being part of the same tract of land described in a deed to Timothy J. Crowley, as recorded in Volume 1415, Page 74 of the Brazos County Official Records, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated by reference herein (the "Property").

This conveyance shall grant the rights herein specified only as to that portion of the above-described Property more particularly described on the attached Exhibit "A" known as the "easement area," and any additional area outside the easement area necessary to install and attach equipment, guy wires, and anchors necessary and incident to the uses of the Easement Area to erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify and remove the following:

Electric transmission and distribution lines;
Water lines and sanitary sewer lines, connecting lines,
access facilities, and related equipment;
Storm sewers and collection facilities;
Television, telephone, and communications lines;
Drainage ditches, drainage pipes and all other drainage
structures, surface and subsurface;

upon, over, and across the said Property as described and any ways, streets, roads, or alleys abutting same; and to cut, trim, and control the growth of trees and other vegetation on and in the easement area or on adjoining property of Grantor, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It being understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of Grantee.

Grantor expressly subordinates all rights of surface use incident to the mineral estate to the above-described uses of said surface by Grantee, and agrees to lender's subordinations on behalf of Grantee. Grantor will provide Grantee with the names and addresses of all lenders.

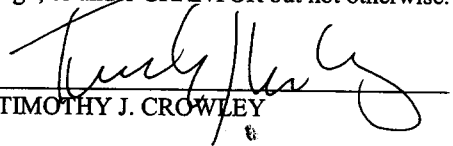
RESERVATIONS AND RESTRICTIONS:

1. Right-of-Way Easement from Ethel Cavitt et al to The City of Bryan, dated September 21, 1961, recorded in Volume 215, page 589, Deed Records of Brazos County, Texas.
2. Easement from United Four Joint Venture to Seminole Pipeline Company, dated August 1, 1985, recorded in Volume 818, page 180, Official Records of Brazos County, Texas, and subject to Partial Release dated December 21, 1987, recorded in Volume 1022, page 807, Official Records of Brazos County, Texas.
3. Pipeline Easement from Timothy J. Crowley to Aquila Southwest Pipeline Corporation, dated November 3, 1993, recorded in Volume 1977, page 50, Official Records of Brazos County, Texas.

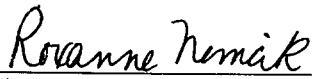
4. Easement from Timothy J. Crowley et ux to The State of Texas, dated July 17, 2000, recorded in Volume 3926, page 104, Official Records of Brazos County, Texas.
5. Easement from Timothy J. Crowley to TXU Gas Company, dated March 31, 2001, recorded in Volume 4137, page 37, Official Records of Brazos County, Texas.
6. Encroachment Agreement by and between Seminole Pipeline Company and TXU Gas Company, dated May 9, 2001, recorded in Volume 4152, page 127, Official Records of Brazos County, Texas.
7. Easement from Timothy J. Crowley to City of College Station, dated September 17, 2001, recorded in Volume 4328, page 164, Official Records of Brazos County, Texas.
8. Mineral reservation in Deed from Edith Cavitt Estate et al to United Four Joint Venture, dated December 16, 1982, recorded in Volume 564, page 504, Deed Records of Brazos County, Texas.
9. Royalty reservation in Deed from Robert B. Waltman et ux to Timothy J. Crowley, dated January 24, 1992, but effective December 31, 1991, recorded in Volume 1415, page 74, Official Records of Brazos County, Texas.
10. Estate created by Oil and Gas Lease from Edith Cavitt Estate et al to Cayuga Exploration, Inc., dated August 15, 1977, recorded in Volume 27, page 530, O&GL Records of Brazos County, Texas.
11. Estate created by Memorandum of Oil and Gas Lease from Timothy J. Crowley et al to Union Pacific Resources Company, dated May 29, 1990, recorded in Volume 1205, page 135, Official Records of Brazos County, Texas and as ratified by instruments recorded in Volume 1197, pages 837 and 839, Volume 1220, pages 311, 313, 315 and 317 and Volume 1667, page 42, Official Records of Brazos County, Texas, and as amended and extended by instruments recorded in Volume 1673, page 276, Volume 1835, page 92, and Volume 1839, page 303, Official Records of Brazos County, Texas, subject to Partial Release dated October 17, 1995, recorded in Volume 2514, page 332, Official Records of Brazos County, Texas.

Intentionally Left Blank.
Go to next page.

TO HAVE AND TO HOLD, the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and Grantor does hereby bind himself, his heirs, executors, administrators, successors and assigns, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under GRANTOR but not otherwise.


TIMOTHY J. CROWLEY

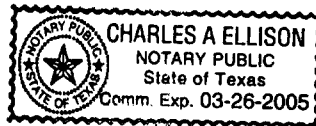
APPROVED AS TO FORM.
THIS DOCUMENT MAY NOT
BE CHANGED WITHOUT
RE-SUBMISSION FOR APPROVAL

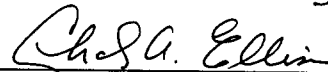

City Attorney

STATE OF TEXAS §
COUNTY OF ~~HARRIS~~ ^{BRAZOS} §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 27TH day of May, 2003, by Timothy J. Crowley.





Notary Public in and for
The State of Texas

CONSENT AND SUBORDINATION BY LIENHOLDER

Lienholder, as the holder of liens(s) on the fee simple title to the Easement Property, consents to the above grant of an easement, including the terms and conditions of such grant, and Lienholder subordinates its lien(s) to the rights and interests of the easement, such that a foreclosure of the lien(s) will not extinguish the rights and interests of the easement.

The First National Bank of Bryan

BY: 
Printed Name: IVAN DISON
Title: President

PREPARED IN THE OFFICE OF:
City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

AFTER RECORDING, RETURN TO:
City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

**M. ES AND BOUNDS DESCRIPTION
OF A 3.2621 ACRES TRACT OF LAND
20' WIDE UTILITY EASEMENT
OUT OF THE ROBERT STEVENSON SURVEY, A-54
COLLEGE STATION
BRAZOS COUNTY, TEXAS**

All that tract or parcel of land lying and being situated in Brazos County, Texas, out of the Robert Stevenson Survey, A-54, and being part of the same tract of land described in a deed to Timothy J. Crowley, as recorded in Volume 1415, Page 74, of the Brazos County Official Records, and being more particularly described by metes and bounds as follows with all control referred to the 1983 Texas State Plane Coordinate System, Lambert Projection, Central Zone:

BEGINNING at a point for corner being on the northeast line of said Crowley tract, having a Texas State Plane Coordinate Value of Y=10,191,096.30(N) X=3,575,493.89(E), referenced to said Coordinate System and being South 39°56'52" East, a distance of 3,288.17 feet from the north corner of said Timothy Crowley tract, on the southwest right-of-way line of Highway 6;

THENCE South 62°58'46" East, a distance of 21.27 feet to a point for corner;

THENCE South 46°54'23" West, a distance of 852.59 feet to a point for corner;

THENCE South 48°42'17" West, a distance of 973.68 feet to a point for corner;

THENCE South 51°36'49" West, a distance of 238.90 feet to a point for corner;

THENCE South 56°33'23" West, a distance of 235.48 feet to a point for corner;

THENCE South 61°45'09" West, a distance of 10.00 feet to a point for corner;

THENCE South 28°14'51" East, a distance of 20.00 feet to a point for corner;

THENCE South 61°45'09" West, a distance of 230.00 feet to a concrete monument with brass cap found for corner;

THENCE South 82°35'39" West, a distance of 103.93 feet to a concrete monument with brass cap found for corner;

THENCE South 70°12'57" West, a distance of 256.64 feet to a concrete monument with brass cap found for corner;

THENCE South 56°48'17" West, a distance of 125.57 feet to a concrete monument with brass cap found for corner;

THENCE South 77°04'16" West, a distance of 240.22 feet to a concrete monument with brass cap found for corner;

THENCE South $87^{\circ}07'11''$ W , a distance of 223.83 feet to a concrete monument with brass cap found for corner;

THENCE South $86^{\circ}29'12''$ West, a distance of 262.49 feet to a concrete monument with brass cap found for corner;

THENCE South $85^{\circ}46'14''$ West, a distance of 393.70 feet to a concrete monument with brass cap found for corner;

THENCE South $85^{\circ}11'52''$ West, a distance of 656.20 feet to a concrete monument with brass cap found for corner;

THENCE South $87^{\circ}12'10''$ West, a distance of 131.28 feet to a concrete monument with brass cap found for corner;

THENCE South $85^{\circ}46'14''$ West, a distance of 1049.87 feet to a concrete monument with brass cap found for corner;

THENCE South $85^{\circ}17'35''$ West, a distance of 393.71 feet to a concrete monument with brass cap found for corner;

THENCE South $86^{\circ}14'53''$ West, a distance of 639.37 feet to a 5/8" iron rod set for corner, also being a point on the northwest line of said Crowley tract;

THENCE North $42^{\circ}49'35''$ East, a distance of 29.10 feet along said line of the Crowley tract to a point for corner;

THENCE across said Crowley tract for the following calls:

North $86^{\circ}14'53''$ East, a distance of 618.07 feet to a point for corner;

North $85^{\circ}17'35''$ East, a distance of 393.63 feet to a point for corner;

North $85^{\circ}46'14''$ East, a distance of 1050.20 feet to a point for corner;

North $87^{\circ}12'10''$ East, a distance of 131.18 feet to a point for corner;

North $85^{\circ}11'52''$ East, a distance of 655.95 feet to a point for corner;

North $85^{\circ}46'14''$ East, a distance of 393.92 feet to a point for corner;

North $86^{\circ}29'12''$ East, a distance of 262.73 feet to a point for corner;

North $87^{\circ}07'11''$ East, a distance of 222.18 feet to a point for corner;

North $77^{\circ}04'16''$ East, a distance of 234.89 feet to a point for corner;

North $56^{\circ}48'17''$ East, a distance of 124.35 feet to a point for corner;

North 70°12'57" East, a distance of 261.16 feet to a point for corner;

North 82°35'39" East, a distance of 102.42 feet to a point for corner;

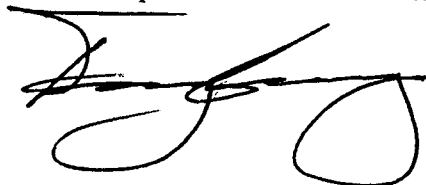
North 56°53'48" East, a distance of 236.26 feet to a point for corner;

North 56°33'23" East, a distance of 233.71 feet to a point for corner;

North 51°36'49" East, a distance of 237.53 feet to a point for corner;

North 48°42'17" East, a distance of 972.86 feet to a point for corner;

North 46°54'23" East, a distance of 845.04 feet to the **PLACE OF BEGINNING** containing 142,099 square feet or 3.2621 acres.



Dante Carlomagno

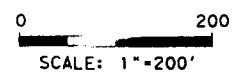
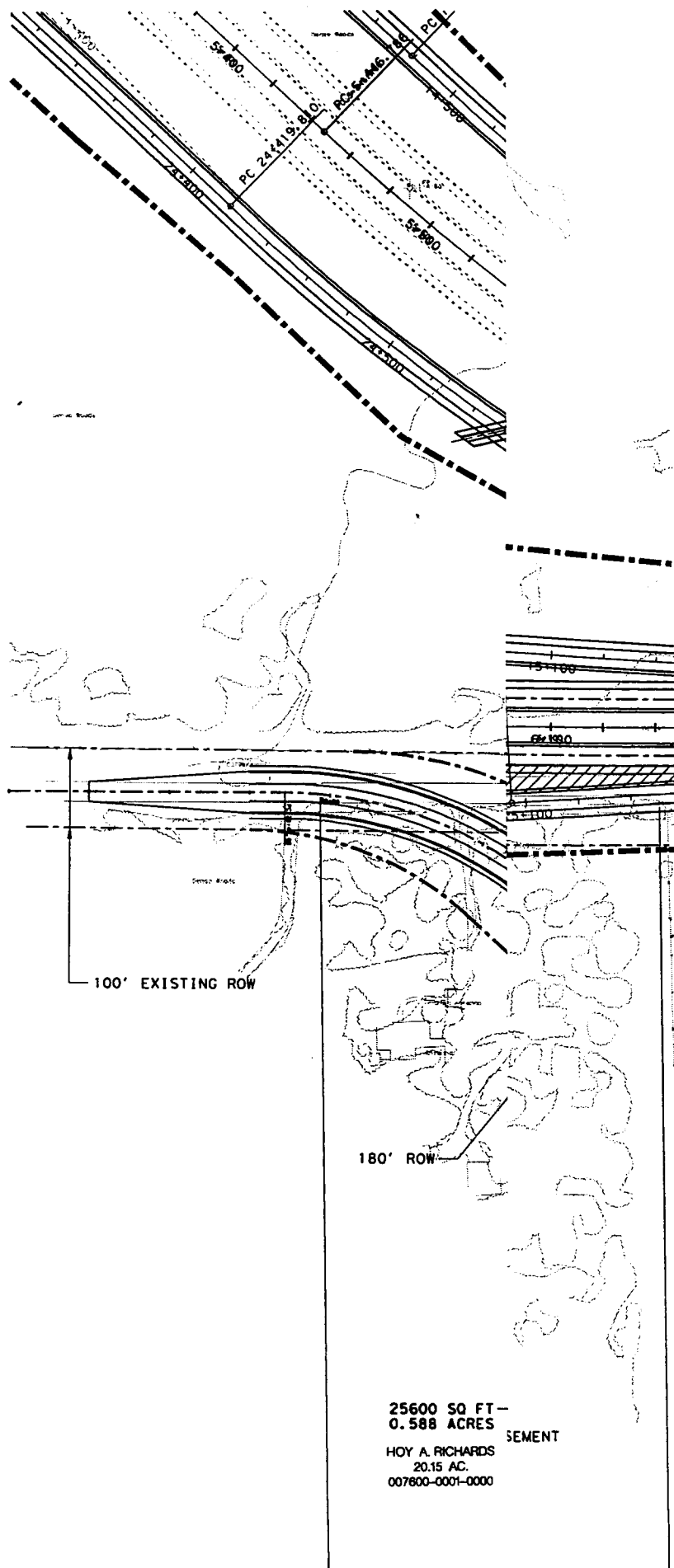
Texas Registered Professional Land Surveyor No. 1562

2003-03-24-20ft-Esmt.doc

03-26-2003


EXHIBIT D

LOT DATE: 5/1/2003
 FILE NAME: G:\work\423SH40\dgn\mam-exhibit-5-01-03.dgn
 David L. Besly, P.E.
 4:54:17 PM
 423SH40



MICHAEL A. MARTIN, P.E.
 Tx. REG. 63282
 5/1/2003

FOR INTERIM REVIEW
 NOT INTENDED FOR
 CONSTRUCTION, BIDDING,
 OR PERMIT PURPOSES



Epsilon Engineering, Inc.
 526 E. UNIVERSITY, 201A / COLLEGE STATION, TEXAS 77840
 (979) 764-9119 / ee@epsilonengr.com

 **CITY of
 COLLEGE STATION**
GREENS PRAIRIE ROAD

EXHIBIT D

DESIGN:	DLB	DATE:	SHEET NO.
DESIGN CHK:	MAM	5/1/2003	
DRAWN:	BAG	CITY OF COLLEGE STATION	
DRAW CHK:	DLR	CAPITAL IMPROVEMENTS PROJECT NO.	